

**Bharat Heavy Electricals Limited**  
**Industrial Valves Plant**  
**433, Industrial Complex**  
**Goindwal Sahib– 143422**  
**Distt. Tarn-Taran (Punjab)**  
**Department of Civil Engineering**

**PART 1// TECHNICAL BID**

Name of work	Civil works for the storage yard of the component store at the factory premises of BHEL IVP Goindwal
Estimated Value of Work	Rs. 4,50557.00
Tender Notice No.	12/12-13
Time of completion	01 (One) Months from the date of receipt of LOI
LD penalty	Yes 1% per week
EMD	Rs 10,000.00
Tender Document Cost	Rs. 200.00

**IMPORTANT DATES**

Issue of Tender	From 29.01.2013 to 13:00 Hrs of 13.02.2013
Last date of Submission of tender	14:00 Hrs of 13.02.2013
Date of opening of part 1 /technical bid	15:00 Hrs of 13.02.2013

**Bharat Heavy Electricals Limited**  
**Industrial Valves Plant**  
**Goindwal – 143422 (Punjab)**  
**Department of Civil Engineering**

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**BHARAT HEAVY ELECTRICALS LIMITED**  
**Industrial Valves Plant**  
**GOINDWAL – 143422**  
**DEPARTMENT OF CIVIL ENGINEERING**

**BHE: IVP: CIVIL: TENDER/2012-13/12**

**To,**  
**The Tenderer**

**Dear Sirs,**

**Sub:**

**Ref:** 1. Tender Notice No. 12/2012-13

\*\*\*\*\*

Please find enclosed / attached non-transferable tender documents containing I) Technical Bid (37 pages) consisting of Tender Notice , Instructions to tenderers, Special conditions of contract, Annexures to be filled by tenderers ii) Price bid (11 pages) consisting of Schedules A,B,C,D&E which includes Bill of Quantities to offer your most competitive rate,

**Tender for the work should be submitted in a sealed cover consisting of two inner sealed covers such as i) Technical bid cover & ii) Price bid cover, all super scribing the Name of work, Tender Notice number ,NIT No. etc.**

- 1) Tender documents can also be downloaded from websites [www.bhel.com/tender.php](http://www.bhel.com/tender.php). General conditions of Contracts are also available on above websites along with tender documents. Tenderer are required to study these conditions carefully and they are required to abide with them during the execution of Contract work and Tenderer will have to submit a undertaking on their letter head for same.
- 2) Technical bid cover shall contain duly filled in Technical bid documents signed by the Tenderer in all the pages with documentary evidences for qualification and evaluation such as registration certificates, experience certificates and certificates to prove turnover, copy of registration certificates and affidavits as required in this tender enquiry. Any bid without proper documentary evidence for qualification shall not be considered for further evaluation.
- 3) The Price Bid cover shall contain price bid documents duly filled in and signed by the Tenderer in all the pages.  
The Tenderer has to quote most competitive rate in the Schedule 'A' on page No 5-6 of Price Bid

You are required to go through all conditions and scopes of works stipulated in this tender document and visit the site of work. You should fill all detail in table 1 on page 5 of part 1 and undertaking on your letter head as per format on page 8 of part1, No deviation certificates etc as given in Annexure I to VII of part1 and Fill the status in Checklist given on page 9-10 of part 1. Attach all credential documents in support of information given by you.

The completed Technical Bid and price bid shall reach the office of the undersigned on or before 13.02.2013 at 14:00 Hrs. The Technical Bid will be opened on the same day at 15.00 hrs. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid/Conducting RA shall be intimated only to those bidders who have qualified after evaluation of the qualification bid/Technical Bid.

You / your authorized representative may participate in the tender opening.

Clarification if any, can be obtained contacting following phone No. 01859-224656, 224653, 224621, 224602.

Kindly acknowledge the receipt of the entire set of tender document. Thanking you,

**Yours faithfully**  
**For and on behalf of**  
**BHARAT HEAVY ELECTRICALS LIMITED,**  
**ENGINEER / CIVIL**

**Issued To,**

Name Sh./M/S .....

Address.....

Date.....

**TABLE 1****(introductory information of tenderer to be filled in by them : it is mandatory to give all detail)**

<b><u>S/n</u></b>	<b><u>Information</u></b>	<b><u>Content of Information</u></b>
<u>1</u>	Name of Tenderer /Contractor (name of firm/company/individual)	
<u>2</u>	Address with Phone Number , Fax Number of Registered Office of Tenderer/Contractor (Firm/Company/Individual)	
<u>3</u>	Address with Phone Number , Fax Number of Head Office of Tenderer/Contractor (Firm/Company/Individual)	
<u>4</u>	Address of correspondence regarding this Tender/contract work with Phone Number , Fax Number	
<u>5</u>	Type of Constituent (Government of India Undertaking/State Government undertaking / Public ltd company /Private ltd company /Cooperative society/ Partnership firm/ Sole proprietor	
<u>6</u>	Name of Directors/ Partners/Owners/Proprietors of the constitution of tenderer company/firm etc write the position of them in bracket along with their name. <u>and attach separate sheet if more space is required.</u>	
<u>7</u>	Name of the Person signing on this tender document	

<u>7.1</u>	Designation /position of above Person in the Company/Firm of tenderer/Contractor	
<u>7.2</u>	Nationality of the person	
<u>7.3</u>	Contact detail of the person	
<u>7.4</u>	Email	
<u>7.5</u>	Phone number	
<u>7.6</u>	Fax number	
<u>7.7</u>	Mobile number	
<u>8</u>	Date of Establishment/Incorporation of the Constitution /Company/Firm of tenderer	
<u>9</u>	Duration of Business in number of years	
<u>10</u>	Registration /Enlistment No. in any other government department or PSU or BHEL unit if any available	
<u>10.1</u>	Name of Department/ PSU/BHEL unit	Registration number, Date of validity and Money Limit
11	Whether TENDERER has been referred to BIFR/NCLT/ any other similar Govt. Agency (If 'YES' enclose details)	
12	Whether TENDERER is a potential sick Company (If 'YES' enclose details)	
13	Whether Tenderer himself or Any Director/Partner/of their Constitution /Company/Firm is a:	
(a)	Dismissed Government Servant	
(b)	Having business banned/suspended by any government in the past	
(c)	Convicted by a court of law	
(d)	Retired Engineer / Official from Engineering Departments of Govt. of India within last two years	
(e)	Director or partner of any other company/ firm enlisted with BHEL or any other department	

(f)	Member of Parliament or any State Legislative Assembly If answer to any of the above is „Yes”, furnish details on a separate sheet	
<u>14</u>	Whether Tenderer is registered as Micro or Small enterprises as per the provisions of MSMED ACT 2006	
<u>15</u>	INCOME TAX PAN NUMBER	
<u>16</u>	SERVICE TAX REGISTRATION NUMBER if available	
<u>17</u>	VAT/CST/TIN No. if available	
<u>18</u>	Organization Strength of tenderer in Numbers duly supported by organization chart :	
<u>19</u>	List of key Persons on rolls of the tenderer company/firm etc	Total numbers (detail is to be given in Affidavit as per Annexure III)
<u>19.1</u>	Resident Managers/Resident Engineers	
<u>19.2</u>	Site Engineers (Erection & Commissioning or Civil construction )	
<u>19.3</u>	Site Engineers (Quality)	
<u>19.4</u>	Site Safety Co-coordinators	
<u>19.5</u>	Site Supervisors/Site Coordinators/Planner	
<u>19.6</u>	Site Foreman	
<u>19.7 a</u>	Skilled Workmen	
<u>19.7 b</u>	Others (Non skilled Labour)	
<u>20.1</u>	Whether the Tenderer/ Contractor is Covered under Employee State Insurance Act 1948.	
<u>20.2</u>	ESI CODE (if covered under the Act)	
<u>21.1</u>	Whether the Tenderer/ Contractor is Covered under Employees“ Provident Funds & Miscellaneous Provision ACT 1952	
<u>21.2</u>	EPF CODE NUMBER (if covered under the Act)	

I/We certify that the information given above (for all S/n 1 to 21.2) is true to the best of our knowledge.  
I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.

**TENDER NOTICE NO... 12/12-13**

**UNDERTAKING TO BE GIVEN ON LETTER PAD OF TENDERER /CONTRACTOR**

**To**

**The Sr. Deputy General Manager/Civil**

**Bharat Heavy Electricals Limited**

**IVP**

**Goindwal-Punjab**

**I / We hereby offer to carry out the Civil Works for the Storage yard of the Component Store at the factory Premises of BHEL IVP, Goindwal.**

I / We hereby carefully perused the following connected with the above noted work and agree to abide by the same.

1. Documents describing the Specifications (General & Particular)
2. Drawings/Site conditions as visited by us
3. Schedule 'A', 'B', 'C', 'D', 'E' enclosed in Part2 /Price bid
4. Bill of Quantities
5. Documents describing the General Conditions of Contract.
6. Special Conditions of Contract, Tender Notice and Instructions to Tenderers attached hereto.

I / We agree to deposit such sum which shall make up 50% of the fully Security Deposit for this work as provided for under clause 16 & 57 of General conditions of Contract of the BHARAT HEAVY ELECTRICALS LIMITED.

I / We further agree to execute all the work referred to in the said documents upon the terms & conditions contained or referred therein and as detailed in Schedule 'A', 'B', 'C', 'D' & 'E' and Bill of Quantities annexure thereto and to carry out such deviations as may be ordered, vide clause 6 of the General Conditions of Contract up to a maximum of 20% of the tendered amount.

I / We further agree to abide with Conditions of Contract for PERFORMANCE, COMPLETION SCHEDULE, PAYMENT & VALUATION, and LABOUR LAWS & SAFETY PROVISIONS.

I / We further agree to refer all disputes, as required by condition 58 of the General conditions of Contract to the sole arbitration of an Officer, to be appointed by the General Manager, B.H.E Ltd., in his sole discretion whose decision shall be final and binding.

**Signature of the Tenderer**

**Date :**

**TABLE 2// CHECK LIST****(MANDATORY TO WRITE “EITHER YES OR NO OR NA” BY TENDERER)**

<b>S/n</b>	<b>DESCRIPTION</b>	<b>Write STATUS (YES or NO or NA)</b>
1	Studied the all pages of tender documents attached therein viz Tender Notice, Special conditions of Contract , Instructions to tenderer and General Conditions of Contract (uploaded on websites along with tender) and have understand the requirements and conditions all.	
2	DD of Rs 200.00 in favor of BHARAT HEAVYELECTRICALS LTD. payable at Goindwal ,against tender document cost is enclosed	
3	DD of Rs 10,000 in favor of BHARAT HEAVY ELECTRICALS LTD. payable at Goindwal, against EMD is enclosed.	
4	Self-attested Copy of work completion certificates along With work orders to prove the work experience against qualification norms is submitted along with tender.	
5	Affidavit on non-judicial stamp is enclosed for having required basic establishments as per Annexure III & Annexure IV as per clause 16 of tender notice	
6	Self-attested Copy of PAN is enclosed to prove the qualification as per clause 16 b of tender notice.	
7	Certified Copy of Balance sheets and /or ITR of previous three Fy. Years 2009-10, 2010-11, 2011-12 are enclosed to prove the average annual turnover against qualification norms as per clause 16 C of tender Notice.	
8	Memorandum and articles of associations enclosed in case of Public Ltd/ Private Ltd constitution is enclosed (write NA if not applicable)	
9	Partnership Deed is enclosed in case of partnership firm (write NA if not applicable)	
10	Copy of professional Tax registration/ Municipal Tax registration or any other credential registration number is enclosed in case of individual /sole proprietor (write NA if not applicable)	
11	Valid Certificate of Registration/ Enlistment in any other government department/PSU/BHEL unit is enclosed , if available	
12	Relevant copy of certificates has been enclosed (in case of ESI/PF code available with Tenderer).	
13	Self-attested Copy of VAT/CST/TIN/ SERVICE TAX Registration is enclosed as applicable.	

14	All Introductory information has been given by Tenderer in the Table given on page 5 to 7.	
15	Undertaking has been given on letterhead of tenderer in format given on page 8 and is enclosed herewith.	
16	NO DEVIATION CERTIFICATE has been prepared on Letter head of Tenderer as per Content given in Annexure I and is enclosed herewith.	
17	Tenderer has written Quoted in the space provided along with detail of service tax percentage in un priced bid Annexure V. (No financial information shall be given on any page of technical bid).	
18	All Certificates has been given at the end of Annexure VI and tenderer has put the signature therein.	
19	EFT format has been filled in as given in Annexure VII and banker's certification has been given and is enclosed herewith.	
20	All pages of this Technical bid has been signed and stamped by tenderer.	
21	POWER OF ATTORNEY FOR signing and executing this particular contract has been enclosed if signatory authorized to sign on this tender document is different from the owner of the constituent of the tenderer.	
22	Rates have been filled in PRICE BID schedule 'A'. All pages of price bid has been signed and stamped by tenderer.	
23	Price bid has been placed in a separate sealed envelope.	

## **TENDER NOTICE**

### **A GENERAL**

1. SEALED TENDERS for the above noted work are hereby invited from contractors having required experience in work of similar nature and having financial capacity. Tenders are to be SUBMITTED to the office of Sr.DGM/ HR, MM & Civil, Bharat Heavy Electricals Limited, IVP- Goindwal. These tenders will be opened on the due date of tender opening at the Office of the Sr. DGM/ HR, MM & Civil, Bharat Heavy Electricals Limited, IVP, 433- INDUSTRIAL COMPLEX, Goindwal-143422, Distt. TARN TARAN, Punjab. TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day before due dates.
2. TENDERS must be submitted in a sealed covers as described on Page no. 3-4 and should be addressed to the Sr. DGM/ HR, MM & CIVIL, BHEL IVP - Goindwal with full name and address of the tenderer and the name of work being noted on the cover.
3. THE TENDERERS also CALLED here as CONTRACTORS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign and stamp on each and every page of Tender Documents including the drawings attach there to before submitting their tender.
4. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner of member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
5. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
6. Conditional and Un witnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
7. Tenders not submitted on the prescribed form are liable to be rejected
8. The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part thereof without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
9. The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
10. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.

## **B SCOPE OF WORK AND SPECIFICATIONS FOR MATERIAL & WORKMAN SHIP**

11. The contractor scope of work includes, Earthwork in excavation in Foundations, Laying of PCC work including all material and labor complete, centering and shuttering work of the footings and pedestal, laying of Reinforcement bars in position including straightening, cutting, bending and placing the reinforcement in position as per the drawing supplied by the Engineering- in – charge and providing and laying of Ready mix concrete in foundations, labor charge for inserting the hold down bolts of required sizes as supplied to the contractors with nuts, washers etc. and fixing them at the proper level, line, alignment etc. all as per the drawing and instructions of Engineer-in charge. Testing of concrete cubes as per IS 516 through approved testing labs of NIT and other Engineering colleges, PWD and of other renowned and reputed institutions. The Scope of ready Mix Concrete includes all materials viz ordinary Portland cement, Aggregate, Sand, consumables viz water, electricity and admixture, labor for production of concrete and transportation complete to site of work in the factory premises of BHEL at Goindwal sahib , Punjab.
12. The work shall be carried out as per Specifications of BOQ, drawings released from time to time, Civil Engineering Department Work & Safety procedure, specifications of standard code of practice and as per the instructions of Engineer-in- charge. All Workmanship shall be completed as per standard specifications laid in CPWD specification manual Volume I & II edition 2009.
13. These specifications are available on web sites and they may also be had from the Engineer in Charge. The work completed by Contractor is liable to be Tested as per IS specification for the quality.
14. **Grey Cement** to be used shall confirm to IS 1489 (Part 1) for the PCC work in the foundations.
15. The **Ordinary Portland cement** shall be used for making of Ready Mix Concrete. The aggregates and Coarse sand shall be of standard and approved grading and quality except where it can be shown to the satisfaction of Engineer in charge. The design mix should be approved by a qualified Engineer and should be available with Ready mix concrete batching plant. The contractor shall first confirm for the approval of design mix of M20 grade concrete being used by RMC batching plant and then shall supply the RMC to BHEL site. In order to maintain the quality of work and to have satisfaction of quality before execution of work, one representative of BHEL and One from contractor may be present during the batching of concrete material in RMC batching plant.
16. All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer-in-charge if required at site and in accordance with the approved method of BIS. The contractor shall afford all such facilities as the Engineer-in-charge may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer-in-charge.

17. Charges/Expenditure for Testing of the 28 days compressive strength of Concrete cubes sampled at site of work by BHEL but cured by contractor himself as per the method and frequency suggested in IS 456:2000 has to be borne by Contractor alone and the testing report will have to be produced along with Final Bill. The Testing of cubes shall be done as per the specification laid in IS 516. The minimum frequency of sampling, numbers of Test specimen and Test result of sample shall be as per clause 15.2, 15.3 and 15.4 of Is 456: 2000. The acceptance criteria of the concrete shall be governed by clause 16 of IS 456: 2000. If test result of a particular sample is not sufficient to accept it then payment for the particular work which is represented by failed sample shall not be done.
18. Ready mix concrete to be supplied by contractor shall be laid in Column foundations of Building. Total quantity of work specified in BOQ includes the volume of concrete in 12 numbers of footings and pedestals. Normally one batch of 5-7 cubic meter of concrete will be required in one pouring in shift.
19. The shifting/ transportation of the Concrete form the batching plant to the site of work shall be planned and mutually agreed between BHEL officials and Contractor. Any material brought to the site of work without the prior permission of Engineer- in- charge shall not be accepted. Engineer in charge shall intimate to contractor in writing for supply of Ready mix concrete to the site which will normally be after centering and shuttering of footings and alignment of anchor bolts in foundations. The supply of RMC will normally be made in piecemeal and over a period of 2 weeks from the date of commencement of work.
20. Cement consumption in RMC of proposed work is assumed as 320 Kg per Cum
21. All the materials to be used in the work shall confirm to respective CPWD, IS,ASTM and National Buildings Organisation Standard Specifications as applicable or as described in BOQ exclusively. They shall be got approved by the Engineer – in – charge before actual incorporation in the work

**C QUALIFICATION NORMS & EVALUATION OF TECHNICAL BID**

22. A Contractor/Tenderer shall be considered qualified for this work when he meets following eligibility Criteria/Norms.
  - a) During last seven financial years (from 01/10/2005 to 30/11/2012 should have successfully completed works either
    - Three similar works each of value not less than 40% of estimated value of work put to tender. (or)
    - Two similar works each of value not less than 50% of estimated value of work put to tender (or)
    - One similar work of value not less than 80% of estimated value of work put to tender.
  - b) HAVING A VALID PAN number.

- c) Average annual turnover in the last 3 financial years (2009-10,2010-11,2011-12) shall be at least 30 % of estimated value of work put to the tender which should be supported by Certified copy of Balance sheet, P& L accounts or IT returns .

**NOTE:**

- Only those bidders will be considered for Part 2/ Price bid /RA who are qualified as per norms mentioned above in Cl 16. Non submission of the document meeting the eligibility Criteria/Norms before the due date and time, the bid shall be rejected due to inadequate qualification.
- Tenderers are requested to read these norms carefully and submit the required credential documents in support of information given by them against these norms so that their qualification may be checked. Non-Submission of these documents before the due date and time, the bid shall be rejected due to inadequate qualification.
- The works executed in the own name of the tenderer only will be considered for eligibility criteria. (Copy of satisfactory completion certificate of similar work or copy of work order along with final bill payment certificate given by Clients shall be attached. / (Copy of acceptance letter/ agreement/ work progress certificate shall not be accepted). Certificate from client in support of work experience may also be given as per the Format given in Annexure II.
- An affidavit will have to be submitted as per Annexure III & IV in support of basic establishment possessed by tenderer.
- **Similar Nature** work means miscellaneous works of building viz RCC or Brickworks, RCC Flooring works, Road works, structural work, and Industrial building works. Other works like Horticulture, building maintenance, Interior design (wooden floor, curtains, blinds, wall paper finishing and other decorative installation etc), Sewage and cleaning works etc. shall not be considered in category of similar work. Dissimilar / irrelevant works will not be considered for eligibility criteria.
- Documentary evidences (Xerox copies - attested) for turnover, works experience PAN, TIN, Service TAX, all as indicated & required in the tender document should be furnished without which it will not be taken into account.

**D OFFER OF BANNED / BLACKLIST FIRMS**

23. The offers of the Bidders who are on the banned list as also the offers of the bidders who engage the service of banned firms shall be rejected; the list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com)
24. Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be

communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

**E QUOTATION / RATES OFFERED, VALIDITY OF OFFER AND AWARD OF WORK**

25. Tenderer has to quote their competitive rates in Schedule A of price bid which shall be placed in separate sealed envelope. No financial information shall be given in technical bid.
26. The quotation shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which are made by the tenderer in the tender form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.
27. BHEL reserves its right for carrying out live reverse auction on-line. In case of reverse auction, adequate infrastructure like internet connection, uninterrupted power supply, printer, fax machine etc. will have to be arranged by bidder. BHEL will engage a service provider who shall interact, educate, guide and coordinate with bidder for reserve auction. Date and time of reverse auction shall be informed to the bidders whose techno commercial offer has been accepted.
28. The rate quoted should be in figures as well as in words with reference to each item and for all the items shown in the attached 'schedule A' of price bid. These rates shall be for the finished work on site. Amount of each item and the total page by page and also the grand total amount of the whole contract should be filled in by the tenderers.
29. Discrepancy in the rate and amount quoted will be corrected by following procedure:
  - If, in the price structure quoted for the required services & works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
  - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.
30. Tenderer shall quote competitive rates only. NO discount or rebate or accession or addition in Rates or Gross value of work quoted in schedule 'A' of price bid shall be considered. If tenderer also mention for any discount or rebate or accession or addition on their basic rates quoted by him/her than it shall be summarily rejected and evaluation of his /her price bid for arriving L1 cost shall be done by considering basic rates only.

31. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
32. The item rates offered are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, duties, octroi, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete. However if the service tax is applicable for this contract it will be extra to the rates quoted.
33. Rate quoted shall be excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax as applicable and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. The service tax as applicable for this contract shall be mentioned specifically by Tenderer in Price bid and Technical Bid.
34. The Service Tax will be reimbursed to contractor on production of valid document / proof for having paid service tax by them only.
35. Please note that BHEL will not be responsible for any contravention of service Tax rules by Tenderer/Contractor or delay in deposition of service tax or calculation of service tax by Them and will not bear responsibility for any penalty or interest applied by concerned authority for such contravention or delayed deposition or non-deposition or wrong deposition of service tax by Contractor/Tenderer. Cost of free issue material consumed in the work will be given to Contractor on his request.
36. The tenderers are advised to go through the conditions stipulated in Tender document, code of conduct for Health and Safety of Contract Laborer and Labor laws in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.
37. Validity of offer /rates quoted by tenderer in Price bid shall be Three months from the date of opening of part 1 of tender.
38. After award of Work on L1 accepted rates, the Price quoted by tenderer shall remain fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.
39. QUANTITIES shown in the attached schedule are only approximate and are liable to variation upto any extent without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than 20% (twenty percent)
40. Work shall be awarded to L1 tenderer on rates quoted by L1 Tenderer. BHEL reserves the right to negotiate if need be, with the "L1" tenderer only. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.

41. In case more than one Tenderer quote equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under any circumstance, revised rate should not be more than the original quoted rate.
42. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
43. **REVERSE AUCTION**

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions governing RA are given below.

GENERAL TERMS AND CONDITIONS OF RA

- Against this tender for the subject work/system with detailed scope of work as per tender specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING ON INTERNET.
- For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- Reverse Auction rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.
- BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Taxes and Duties, Freight charges, Insurance and loading factors (for non- compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
- Reverse auction will be conducted on scheduled date & time. At the end of Reverse Auction event, the lowest bidder value will be known on the network. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice

- BHEL reserves the right to negotiate if need be, with the “L1” vendor of the Reverse Auction

**44. EARNEST MONEY DEPOSIT**

- Every tender must be accompanied with EMD for the amount as specified in Page No. I. This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract.
- If after opening, tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- EMD to all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- EMD shall not carry any interest.

**45. SECURITY DEPOSIT.**

- Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below:
  - Contract Value of the Work Up to Rs. 10 Lakhs: SD shall be 10% of CV
- The security Deposit should be submitted before start of the work by the contractor, and may be furnished in any one of the following forms
  - Cash (as permissible under the Income Tax Act)
  - Pay Order, Demand Draft in favor of BHARAT HEAVY ELECTRICALS LTD. Payable at Goindwal Sahib.
  - Local cheques of scheduled banks, subject to realization.
  - Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.(Certificates should be held in the name of contractor furnishing the security and duly pledged in the favor of BHEL and discharged on the back).

- Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
- The security deposit shall not carry any interest.
- Acceptance of Security Deposit through NSC, KVP, FDR as mentioned above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 39 above within Seven days of the date of the order directing him to do so acceptance of his tender may be withdrawn and contractor may be debarred from tendering for the works in future .

#### **F PERIOD OF COMPLETION AND LIQUIDITY DAMAGE**

46. Time is the essence of the contract. Being a time bound work in nature; the contractor should make all efforts to complete the work within the stipulated period of ONE (01) MONTHS from the date of receipt of LOI.
47. LD penalty will be imposed on the contractor if delay in completion of work is on the part of contractor. LD of value of **1 %** of Contract Value as mentioned in LOI for every week will be levied subject to a maximum of 10 % of contract value. Detail is given in Clause 41 of general conditions of Contract.
48. Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.

#### **H FORCE MEASURE CLAUSE**

49. If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such nonperformance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining

deliveries.

**I CORRESPONDENCE**

50. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
51. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

**J DISPUTE**

52. In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Goindwal shall be final and binding on the tenderer / contractor. Clause 58 of General Conditions of Contract shall be valid for Arbitration if any.

**SPECIAL CONDITIONS OF CONTRACT**

1. The contract to be entered into with the successful tenderer will also be governed by the BHEL revised General Conditions of Contract in force. Only an indivisible contract shall be executed including supply, construction and handing over. No other form of contract shall be entertained.
2. The work must be completed within a period as mentioned in Page No.1. and Clause no 40 of tender Notice .In case of non-completion of work within stipulated time, Compensation for delay of the work will be paid by Contractor in form of LD as per Clause no. 41 of Chapter III of General condition of Contract, if delay is on part of contractor.
3. No compensation for any damages caused to the earthwork by rains, floods or any other natural calamities shall be paid to the contractor. The contractor shall have make good all such damages at his own cost as per direction of Engineer-in-charge.
4. The contractor shall strictly adhere to various labor laws in force. The agency is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules & Acts. Any amount payable by BHEL on account of these requirements shall be recovered from contractor's bills / deposits.
5. In case the contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days' time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
6. No advance for mobilization will be given.
7. The CONTRACTOR shall submit the general approach and methodology proposed for carrying out the items covered in the Scope of work, including such detailed information as deemed relevant. Apart from the above, contractor shall provide details and number of equipment's to be mobilized to complete work as per specifications, in stipulated time schedule. Detailed overall work programme and a bar chart indicating the duration and timing of all major activities showing the desired milestones.
8. On the written request from the contractor Water, Electrical Energy and Compressed air alone if required for the work may be provided by this organization at only one point at the site of the work and a suitable recovery at the rate of 0.861 % of completed value of work will be done from the bills of contractor against the supply of water/compressed air/electrical energy.
9. In case of failure of water supply/electrical energy and Compressed air, the Contractor will have to make his own arrangements for water, Electrical Energy and Compressed air without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non-supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water/electricity/compressed air otherwise; their supply is liable to be stopped at contractor's risk and cost.
10. All the materials to be used in the work shall confirm to respective BIS Standard

Specifications as applicable or as described in BOQ exclusively. They shall be got approved by the Engineer – in – charge before actual incorporation in the work.

11. The contractor should use only the materials of quality approved by BHEL. Contractor will have to submit test certificate for quality of product and its material bought by the contractor for use at this site when BHEL Engineers asked him to do so.
12. A register on prescribed proforma showing test results of materials and work tests will be maintained at the site of work by the department and every entry thereof, shall invariably be signed by the contractor or his authorized representatives in token of its correctness.
13. All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer-in-charge in accordance with the approved method. The contractor shall afford all such facilities as the Engineer-in-charge may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer-in-charge and the cost of testing charges will be borne by the agency.
14. Contractor's materials and tools & plants shall be brought inside factory with proper invoice / voucher and make necessary entry at the security gate. They should maintain proper record for tools and plants, materials, etc., brought inside the factory complex.
15. The Sr. Deputy General Manager / Civil or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work or examine the materials and workmanship of the structures during their manufacture and test. The contractor shall give due notice in writing to the Inspecting Engineer of BHEL when the materials supplied to be incorporated in the work are ready for inspection and test. No material shall be incorporated in the work until the inspecting Engineer certified in writing that such materials have been inspected and approved by him.
16. The Contractor shall deploy sufficient number of plants & equipment's required for carrying out the work within the stipulated time period Name of T&P, Inspection and measuring devices are given in Annexure IV.
17. The contractor has to deploy sufficient number of Lorries to collect & transport the construction materials debris generated, etc. at site. Otherwise BHEL would clear the debris at the contractor's risk and cost.
18. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for under the "BHEL Safety Code attached here with as Annexure to General Conditions of Contract.
19. All safety measures are to be followed during execution of work. Necessary life lines barricading etc. (if required) are to be provided with prior permission from safety department.
20. The Contractor shall closely scrutinize all the drawings issued in connection with the work by this organization and bring to the notice of the Engineer-in-charge if any discrepancies, omissions in the drawings before undertaking the actual work pertaining thereto.
21. The contractor has to plan and work for the areas on priority and availability on

mutual agreement with execution.

22. No night work will be permitted without the written permission of the Engineer –in-charge.
23. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill. The final acceptance of work in all items is subject to proper behavior after testing regardless of whether the items are paid for or not.
24. The contractor should extend fullest co-operation with the third party agencies engaged if any by BHEL to adhere the Quality Control Procedures ensuring quality.
25. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas enabling them to execute their portions of work without any delay or difficulty.
26. The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric movement system.
27. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot.
28. The contractor should establish his own site office, labour colony, handling facility, storage facility etc., for which vacant land will be allotted on specific request to the contractor if it is available with BHEL for which the rent will not be collected.
29. Permission for erection of temporary work sheds etc., at site will have to be obtained from BHEL in writing in advance. All debris and surplus materials generated during the execution of work shall be cleared from the site as and when directed by the Engineer- in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
30. The contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works as indicated below:
 

Site in-charge/Planning co-ordinator	-	1 No.
Site Foreman	-	1 No.
31. An Engineer to look after Quality and one Safety Engineer will be available at site to look after safe working.
32. The tenderer has to deploy an adequate skilled labour of required categories so as to execute the works simultaneously in all areas of work to complete it within stipulated time.
33. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory Complex.
34. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.

35. It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
36. Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this organization as per relevant clauses of the General Conditions of Contract Clause no 50 of chapter IV
37. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
38. The contractor should maintain proper accounts for materials if any supplied by this organization and these should be available at the site of work for verification and check by the Officials of this Organization at any time.
39. Payment to the contractor will be done by Electronic fund transfer Mode. Contractor will have to furnish necessary detail before receive the payment by this mode. Necessary deductions shall be done like TDS etc at the standard rates applicable as per statutory Laws. The measurement of Work shall be done as per clause 49// chapter IV of General Conditions of Contract.
40. Materials to be issued by BHEL to the contractor for this work are enlisted in Schedule "B" of price Bid. For the execution of this work BHEL will not issue any material except those mentioned in schedule B of price bid.
41. Recovery for UNDER CONSUMPTION
  - There will be a recovery from contractor RA/Final Bill for under consumption of CEMENT to ensure quality of work . Any under consumption of CEMENT shall attract a penalty as follows.
  - Under consumption of cement up to 5% of the theoretical requirement as per BHEL Data will be charged at the rate of 1.5 times of landing cost of Grey cement. Under consumption above 5% will be charged at the punitive recovery rate of 3.0 times of landing cost of Grey cement.
  - Landing cost of cement shall be decided by BHEL officials and shall be based on Market rate of cement at the time of commencement of work plus transportation and unloading cost at site of work.
42. In case the work done by contractor or material brought by contractor on site of work for use is not up to the desired standard or quality than Engineer in charge shall have right to reject whole or part of work completed so far and no payment shall be done for such poor work.
43. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect
44. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event

45. The Contractor shall do the routine maintenance for defect free condition during the entire maintenance period, which begins at Completion and ends after Six Months.
46. The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report
47. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice
48. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected and may get it corrected elsewhere and suitable recovery will be done from the Contractors SD/Bills
49. BHEL shall be entitled to terminate the contract/pending Work Orders at any stage and to get the work done elsewhere at the risk and cost of the Contractor, either the whole of the work or any part thereof which the Contractor has failed to complete or deliver within the time stipulated as aforesaid. Contractor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.
50. The court of the place from where the LOI is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the LOI.

## **INSTRUCTIONS TO TENDERERS**

1. The tender is open to all. The Contractors who are not enlisted with BHEL approved list of Contractor can be get registered /enlisted with BHEL Goindwal simultaneously with participation for this tender bid. They should submit completely filled form of contractor's registration available on BHEL website [www.bhel.com](http://www.bhel.com) along with necessary credential documents in support of information filled by contractor in this form.
2. The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non – receipt or delay in the receipt of the tender documents by the tenderer. Tender Documents can also be downloaded from [www.bhel.com/tender.php](http://www.bhel.com/tender.php)
3. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries, and satisfy himself about the quality and availability of materials. The best class of materials shall be used on the work. In every case, the materials must comply with the relevant standards specifications. Samples of materials as called for in the Standard Specifications or in this tender or as required by the Engineer-in-charge having jurisdiction for the time being over the work, shall have the due approval before the supply to site of work is begun. Attention of the contractor is directed to standard preliminary specification regarding payment of seigniorage, tools etc.
4. The works contract to be entered in to with the Contractor will be governed by the Condition of Contract mentioned elsewhere in this document along with tender notice and BHEL General Conditions of contract in force.
5. Should a tenderer find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every Endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
6. Tenders submitted by post should be sent “Registered Post with Acknowledgement due/Courier/Speed Post”. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and times of opening are liable to be rejected.
7. The Contractor's responsibility under this shall commence from the date of receipt of the contract order of acceptance of his tender. The scheduled period of completion for this work will be as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
8. If tenderer expires after the submission of his tender or after the acceptance of his tender, the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retains its character.

9. The Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.
10. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat Heavy Electricals Limited, reserves the right to reject such tender at any stage.
11. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
12. The expenses for competing and stamping the agreement shall be paid by the Contractor.
13. The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Central Public works BHEL's Standard Specifications or in other specifications approved by the Bharat Heavy Electricals Limited, Shall apply.
14. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractor who resort to canvassing will be liable to rejection.
15. NO DEVIATION CERTIFICATE is to be submitted by each tenderer as per Annexure I and any deviation from conditions of contract required by tenderer should exclusively mentioned therein otherwise they will be considered as null and void.

**ANNEXURE I**

**NO DEVIATION CERTIFICATE**

**(TO BE GIVEN BY CONTRACTOR ON THEIR LETTER HEAD)**

**TO,**

**BHARAT HEAVY ELECTRICALS LTD.  
IVP- GOINDWAL  
DEPARTMENT OF CIVIL ENGINEERING**

**KIND ATTENTION: ACCEPTING OFFICER/ HEAD-CIVIL**

**REF: TENDER NOTICE NO: 12/12-13**

**SUBJECT: DEVIATIONS FROM TENDER TERMS & CONDITIONS.**

**DEAR SIRs,**

With reference to above, this is to confirm you that, we have not taken any deviation from tender clauses mentioned in reference Tender notice, conditions of contract, except those mentioned below. (*Attaché separate sheet for more space or write nil in case of no deviations*)

(1).....

(2).....

(3).....

We hereby confirmed that We accepts all the conditions of this tender described in various clauses and if BHEL do not accept the conditions /deviations described by us in above para than my/our tender is liable to be rejected.

We hereby convey our unqualified acceptance to the terms and conditions with all the provision as stipulated in the tender. We also confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We have taken other references as enumerated in tenders, which are required to participate in bidding invited against reference tender notice.

We hereby confirm that we have not done any alteration /modification in any form and in any clause of this tender and we hereby confirm that if it is found so at any stage than our Tender /Bid can be rejected by BHEL.

We also confirm that in the event of observance of any deviation except those described above in any part of our offer later, the deviations shall stand null and void.

Thanking you,  
Yours faithfully

**ANNEXURE - II**

**CLIENT'S CERTIFICATE FOR CONTRACTOR**

**Name & Address of the Client**

.....

**Details of works executed by**

Shri . M/s .....

- 1.Name of work with brief particulars :
- 2.Agreement No. and date :
- 3.Date of commencement :
- 4.Stipulated date of completion :
- 5.Actual date of completion :
- 6.Details of compensation levied for delay, if any :
- 8.Final cost of the work completed :
9. Whether the Contractor employed qualified Engineer/Overseer during execution of work :
- 10.(i)Quality of workman ship- : Outstanding/ V.Good/ Good/ Poor
- (ii) Amount of work paid on reduced rate Basis, if any :
- 11.(i) Did the contractor go for arbitration ? :
- (ii) If yes, amount of claim :
- (iii) Amount received :
12. Comments on the capabilities of the Contractor
- (a)Technical Proficiency :Outstanding/V.Good/Good/Poor
- (b)Financial Soundness :Outstanding/V.Good/Good/Poor
- (c)Creative Intelligence :Outstanding/V.Good/Good/Poor
- (d)Mobilisation of manpower :Outstanding/V.Good/Good/Poor
- (e)General behaviour :Outstanding/V.Good/Good/Poor

NOTE: All columns should be filled in properly.

Signature of the Certifying Officer with Official Seal/stamp

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**TENDERER (CONTRACTOR)**

**ACCEPTING OFFICER (BHEL)**

**ANNEXURE III**

**INDIAN NON JUDICIAL STAMP (Rs. 50/-)**

Affidavit to be submitted by applicant Tenderer / Firm

**AFFIDAVIT for Basic Establishment**

I, ..... S/o Sh..... Aged ..... Years R/o .....Sole Proprietor/ Partner/ Director (as the case may be) of M/s/Shri.....(Name of firm/ Tenderer with address).....do hereby solemnly affirm and declare that the following Staff are working as full time staff with me/us /our firm. (Strike out whichever not applicable)

S. No.	Name of Person	Qualification	Age	Working with we/us firm since	Total Experience in Bldg. work (Years)
1.					
2.					

I do hereby solemnly affirm and declare that that our firm is in possession of following Tools & Plants of Machinery and Instruments.

S/n	Name of Tool/Plant/Inspection & measuring devices	Age (Years)	Make
1	Attach Separate sheet if more space is required.		
2			
3			

I am deponent herein and I am fully acquainted with the facts of the affidavit.

**Deponent**

It is verified that my above statements are true and correct to the best of my knowledge and belief and nothing is concealed therein.

**Place:**  
**Identified by me**

**Deponent**

**Date**

**Signature with seal of Ist class Magistrate/Notary Public**

**ANNEXURE IV**

**BASIC ESTABLISHMENT REQUIRED TO BE POSSESSED BY CONTRACTOR**

**(A) Tool & Plants**

<b>(1) Name of Tools /Plant:</b>	<b>Mandatory/Optional for Contractor</b>
<b>Steel/Aluminium Ladder 1.5 m to 8 m,</b>	<b><i>Mandatory</i></b>
Safety Net,	Optional
<b>Metal Cutter,</b>	<b><i>Mandatory</i></b>
<b>Marble Cutter,</b>	<b><i>Mandatory</i></b>
<b>Chase cutting machine,</b>	<b><i>Mandatory</i></b>
Torque wrench for nut/bolt/screws,	Optional
Conduit Die Set,	Optional
Pipe Vice,	Optional
Bench Vice,	Optional
<b>Portable Drilling machine,</b>	<b><i>Mandatory</i></b>
Wood thickness planer,	Optional
Core cutting machine,	Optional
Saw Cutting Machine,	Optional
<b>Bar bending machine,</b>	<b><i>Mandatory</i></b>
<b>Concrete Cutter,</b>	<b><i>Mandatory</i></b>
RCC Floor breaking machine,	<i>Optional</i>
Concrete mixers of full bag capacity,	Optional
<b>Mortar Mixer,</b>	<b><i>Mandatory</i></b>
<b>Needle vibrator,</b>	<b><i>Mandatory</i></b>
Beam vibrator,	Optional
Slab vibrator,	Optional
Shutter vibrator,	Optional
Vibro compactor,	Optional
Diesel generator.	Optional

**(B) INSPECTIONS & MEASURING DEVICES to be possessed by Contractor**

<b>Name of Inspection /Measuring Devices</b>	<b>Mandatory/Optional for Contractor</b>
Calipers,	Optional
Automatic level,	Optional
Total Station,	Optional
<b>Measuring Taps,</b>	<b>Mandatory</b>
Abney levels,	Optional
Hand levels,	Optional
Distance measuring wheels,	Optional
Theodolite,	Optional
Compasses & Clinometers,	Optional
<b>Plumbs,</b>	<b>Mandatory</b>
Surveying rods,	Optional
Elevating tripods,	Optional
Concrete RH/Moisture meter,	Optional
Slump Cone,	Optional
Flow table apparatus,	Optional

Name/List of T&P and Inspection and measuring devices enumerated above is exhaustive for building works. It is not necessary that contractor owns all T&P and Inspection and measuring devices enumerated above but it is required that contractor owns at least those T&P and Inspection and measuring devices which is required for day to day working and execution of the work by them and which are also remarked above as Mandatory. Optional T&P and Inspection and measuring devices are those which may not be required at site for execution of the work for which Contractor has tendered but Contractor may have them. No weightage will be given to optional T&P and Inspection and measuring devices for qualification/evaluation of contractor if he/she owns optional T&P and Inspection and measuring devices instead of those, which are mandatory for the contract work.

## ANNEXURE V

### UN-PRICED BID TO BE FILLED BY TENDERER

Tenderer are required to fill in column no. 5 about quotation they have made in "schedule a" of price bid. Tenderer shall not write their rates in this column. They shall write only "quoted or not quoted". It is required that tenderer quote for all items of work (s/n 1 to 8). They are required to read specifications of item carefully and shall be agreed with conditions stipulated in item of work.

L1 contractor shall be decided on the basis of cost to company for total amount of all items (1 to 8) including all taxes, service tax etc. If tenderer do not quote for any items or all items of work, their bid shall be rejected.

<u>S/N</u>	<u>Description of work</u>	<u>unit</u>	<u>qnty</u>	<u>quoted/ not quoted</u>
1	Earth work in excavation in all Kind of Soil by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead up to 50m and lift up to 1.5m, disposed earth to be levelled and neatly dressed.	Cum	601.00	
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:4:8 (1 Cement: 4 coarse sand: 8 graded stone aggregate 40 mm nominal size).	Cum	10.00	
3	Centering and shuttering including strutting, propping etc. and removal of form for foundations, footings, bases of columns, etc. for mass concrete.			
3.1	Foundations, footings, bases of columns, etc. for mass concrete.	Sqm	23.00	
3.2	Columns, Pillars, Piers, Abutments, Posts and Struts.	Sqm	59.00	
4	Labour for Providing TMT Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth level. TMT STEEL shall be free issued to contractors at BHEL stores.	Kg	2262.00	
5	Labour for Inserting the holding down bolts of required sizes as supplied to contractors with nuts, washers etc and fixing them in proper level, line, alignment etc., all as per drawings and instructions of Engineer-in-charge. Rate excludes the cost of steel materials, bolts, nuts, washers but includes labour for fixing, aligning and temporary welding if any etc. complete.	Kg	700.00	

6	Providing and laying in position ready mixed M20 Grade cement concrete, with cement content as per approved design mix and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, excluding the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in – charge for all works upto plinth level.	Cum	33.00	
7	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	Cum	558.00	
8	Disposal of Surplus excavated soil by mechanical means including loading and unloading within 1 Km of site and as directed by Engineer incharge.	Cum	42.00	

**I / WE CONFIRM:**

- 1) That in quoting our rates, I/we have account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- 2) That The item rates offered in ‘Schedule A’ of price bid are for finished item of works as per Bill of Quantities and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labor, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labor colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.
- 3) That the Rates quoted in schedule A of price bid are excluding Service Tax but including all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules on this work. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.

- 4) That the Service Tax is applied or not applied (Plz write in ink) on this contract work and if applied than rate of service tax shall be  
.....  
.....% of.....
- 5) That the service Tax Claimed by us will be extra to the rates quoted and the same will be reimbursed on production of valid document / proof for having paid service tax by us only.
- 6) The rates shall be valid for 3 months from the date of opening of Tender and if work is awarded on the rates quoted above or on negotiated rates then they shall remain firm during the execution of work. No price variation /over run charges on account of any increase whatsoever, (irrespective of whether escalation is steep/ unanticipated) will be payable during the entire period of execution of Contract including extended period, if any.

**ANNEXURE VI**

**CERTIFICATE BY TENDERER**

- **I/We**.....do hereby tender for tile work of the under mentioned description and in accordance with the conditions noted in this tender documents in consideration of payment being made for the service provided by me/us as per my/our quotation given in the schedule ‘A’ of price bid of this tender enquiry.
- **I / We** hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read all conditions of the contract specified in this tender document and that I /We have made such examination of the work scope ,its specifications and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions .
- **I /We** enclose credential documents required to full fill qualification norms and to evaluate my/our technical bid.
- **I/We** certify that the information given above elsewhere in the tender documents submitted by me/us is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, I/We am/are liable to be debarred.
- **I/We** certify that we did not retire as an Engineer of Gazette rank or as any Gazette Officer employed on Engineering or Administrative duties in any Engineering BHEL of the Government of India during the last two years. I also certify that I have neither such a person under my employment nor shall I employ any such person within two years of his retirement except with the prior permission of the Government.
- **I/We** certify that none of the partners/directors retire as an Engineer of Gazette rank or as any Gazette Officer employed on Engineering or Administrative duties in last two years. We also certify that we have neither under our employment any such person nor shall we employ any person within two years of his retirement except with the prior permission of the Government. (For partnership firms and limited companies).
- **I/We** certify that I/We are not banned or blacklisted by any government in past or present. I/WE are also agree for rejection of our offer at any stage of finalization or after finalization as per Clause 17& 18 of tender notice if this information is found wrong .

**SIGNATURE OF TENDERER ALONG WITH SEAL/STAMP**

**ANNEXURE VII**

**TO,  
THE PURCHASE / CONTRACT EXECUTING AGENCY / BHEL  
ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

<b>1</b>	<b>Name &amp; Address of the Tenderer</b>	
<b>2</b>	<b>Details of Bank Account:</b>	
<b>3</b>	<b>VENDOR CODE assigned by BHEL</b>	
<b>4</b>	<b>NAME &amp; ADDRESS OF THE BANK</b>	
<b>5</b>	<b>NAME OF THE BRANCH</b>	
<b>6</b>	<b>BRANCH CODE</b>	
<b>7</b>	<b>MICR CODE</b>	
<b>8</b>	<b>ACCOUNT NUMBER</b>	
<b>9</b>	<b>TYPE OF ACCOUNT CURRENT A/C / OD / CASH CREDIT</b>	
<b>10</b>	<b>BENEFICIE Y'S NAME</b>	
<b>11</b>	<b>IFSC CODE OF THE B ANCH</b>	
<b>12</b>	<b>EMAIL ID</b>	
<b>13</b>	<b>TELEPHONE/MOBILE NO.</b>	

I/ We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above-mentioned Account are a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.

**AUTHORIZED SIGNATORY WITH NAME & SEAL**

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

**PLACE:**

**DATE :**

**(Manager / Officer's)**

**Signature Under Bank stamp and Name Seal  
With Membership No. ....  
Telephone / Mobile No.....**